

## Mortgage Record No. 52.

This Indenture, Made this First day of February in the year of our Lord Nineteen hundred and four (1904), between Elizabeth J. Section, (widow) of Kansas in the County of Douglas and State of Kansas, of the first part, and Emily P. Lawrence of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Eight hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The East half and the South West quarter of the South West quarter of Section Twenty (20) in Township Twelve (12) of Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Elizabeth J. Section does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Elizabeth J. Section to the said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Elizabeth J. Section heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Elizabeth J. Section (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 1st day of February A. D. 1904 before me, L. S. Steele a Notary Public in and for said County and State, came Elizabeth J. Section (widow) to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 20 1906 L. S. Steele Notary Public.

Filed for Record the 27th day of January A. D. 1904, at 130 o'clock P. M.

Roy L. Lawrence Register of Deeds.  
Geo. B. Witzel Deputy.

This instrument is endorsed on the original instrument.  
The same herein described having been paid in full, this mortgage is hereby released and the original instrument is hereby canceled. At Witness my hand and the seal of the County of Douglas, Kansas, this 27th day of January, 1904.

Emily P. Lawrence

Louis H. Steele, Notary  
My Comm. Expires June 20, 1906

Recorded January 27th 1904

Roy L. Lawrence  
Register of Deeds  
Geo. B. Witzel Deputy